

# Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.  
This affidavit will not be accepted unless all areas on all pages are fully completed.  
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if the sale occurred in more than one location code.  Check box if partial sale, indicate % 50 sold.  
List percentage of ownership acquired next to each name.

**1 Seller/Grantor**  
Name Couse Creek Ranch, LLC, a Washington LLC  
Mailing address 1516 Edeburn Gulch Road  
City/state/zip Anatone, WA 99401  
Phone (including area code) 509-256-3316

**2 Buyer/Grantee**  
Name Couse Creek Ranch, LLC, a Washington LLC  
Mailing address 1516 Edeburn Gulch Road  
City/state/zip Anatone, WA 99401  
Phone (including area code) 509-256-3316

**3** Send all property tax correspondence to:  Same as Buyer/Grantee  
Name \_\_\_\_\_  
Mailing address \_\_\_\_\_  
City/state/zip \_\_\_\_\_

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
1-047-25-012-0000-0000	<input type="checkbox"/>	<del>\$0.00</del> <u>211,675</u>
1-047-25-010-0000-0000	<input type="checkbox"/>	<del>\$0.00</del> <u>25,725</u>
	<input type="checkbox"/>	\$ 0.00

**4** Street address of property 816 Kings Lane, Asotin, WA 99402  
This property is located in Asotin (for unincorporated locations please select your county)  
 Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

The West 22.5 feet of Lot 3, and all of Lots 4 and 5 in Block 25 of Schank and Reed's First Addition to the Town of Asotin, according to the official plat thereof, filed in Book A of Plats at Page(s) 5, records of Asotin County, Washington. and Lots 6 and 7 in Block 25 of Schank and Reed's First Addition to the Town of Asotin, according to the official plat thereof, filed in Book A of Plats at Page(s) 5, records of Asotin County, Washington.

**5** 11 - Household, single family units  
Enter any additional codes \_\_\_\_\_  
(see back of last page for instructions)

**7** List all personal property (tangible and intangible) included in selling price.

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?  Yes  No  
Is this property predominantly used for timber (as classified under RCW 84.84 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215.  Yes  No  
If yes, complete the predominate use calculator (see instructions for section 5).

If claiming an exemption, list WAC number and reason for exemption.  
WAC number (section/subsection) 458-61A-101  
Reason for exemption  
TAXABILITY OF TRANSFER OR ACQUISITION

**6** Is this property designated as forest land per RCW 84.33?  Yes  No  
Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?  Yes  No  
Is this property receiving special valuation as historical property per RCW 84.26?  Yes  No

Type of document Assignment of Interest in LLC  
Date of document 6/25/2021

If any answers are yes, complete as instructed below.  
**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.  
This land:  does  does not qualify for continuance.

Gross selling price	103,475.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	0.00
Taxable selling price	103,475.00
Excise tax: state	
Less than \$500,000.01 at 1.1%	1,138.23
From \$500,000.01 to \$1,500,000 at 1.28%	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75%	0.00
Above \$3,000,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	1,138.23
0.0075 Local	776.06
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	1,914.29
*State technology fee	5.00
Affidavit processing fee	0.00
Total due	1,919.29

Deputy assessor signature \_\_\_\_\_ Date \_\_\_\_\_

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**  
Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Print name \_\_\_\_\_ Print name \_\_\_\_\_

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT  
Signature of grantor or agent Tommy E. Appleford Signature of grantee or agent Tommy E. Appleford  
Name (print) Tommy E. Appleford, Member Name (print) Tommy E. Appleford, Member  
Date & city of signing 6/30/2021; Lewiston, Idaho Date & city of signing 6/30/2021; Lewiston, Idaho

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

COX & WAGNER  
CE # 86 (A)

PAID

JUL - 9 2021

054336 Print on legal size paper.

ASOTIN COUNTY  
TREASURER

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

IN THE MATTER OF THE ESTATE )  
OF )

ROBERT J. APPLEFORD, )

Deceased. )

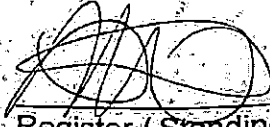
Case No. 4FA-19-430 PR

LETTERS TESTAMENTARY BY COURT

The Will of Robert J. Appleford having been admitted to probate, Joni D. Appleford is appointed personal representative of the estate.

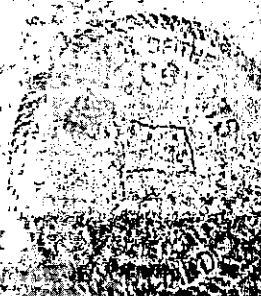
The personal representative is not supervised.

Dated at Fairbanks, Alaska, this 18<sup>th</sup> day of November, 2019.



Register / Standing Master  
Melony P. Lockwood  
Standing Master

Printed Name



STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT ) SS

I, the undersigned, certify that this is a true and full copy of Letters Testamentary / Letters of Administration issued in the Trial Courts, Fourth Judicial District, State of Alaska and that the Personal Representative was appointed as such on the 18 day of NOV, 2019, at Fairbanks, Alaska in an informal proceeding. Witness my hand and the seal of the court this 18 day of NOV, 2019, at Fairbanks, Alaska.

By [Signature]  
Probate Deputy Clerk

I certify that on 12-11-19  
copies of this form were sent to:

S. Rolfe & R. Broedelmann  
(cert. copy)

CLERK: [Signature]

54336

**STATE OF ALASKA**  
**CERTIFICATION OF VITAL RECORD**

**STATE OF ALASKA**

ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES - BUREAU OF VITAL STATISTICS  
P.O. Box 110675, Juneau, AK 99811-0675

DATE FILED 04/09/2019		STATE FILE NO. 2019001008	
1. DECEDENT'S LEGAL NAME (include AKA's if any) (First, Middle, Last) <b>ROBERT JAY APPLEFORD</b>		2. SEX <b>Male</b>	3. SOCIAL SECURITY NUMBER [REDACTED]
4a. AGE-Last Birthday (Years) <b>65</b>	4b. UNDER 1 YEAR Months: Days: Hours: Minutes:	4c. UNDER 1 DAY Hours: Minutes:	5. DATE OF BIRTH (MM/DD/YYYY) <b>11/30/1953</b>
6. BIRTHPLACE (City and State or Foreign Country) <b>Lewiston, IDAHO</b>	7a. RESIDENCE STATE <b>Alaska</b>	7b. COUNTY <b>Fairbanks North Star</b>	7c. CITY OR TOWN <b>Fairbanks</b>
7d. STREET AND NUMBER <b>1055 Commerce</b>	7e. APT No.	7f. ZIP CODE <b>99709</b>	7g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. EVER IN US ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	9. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) <b>JONI DEE CAMPBELL</b>
11. FATHER'S NAME (First, Middle, Last) <b>EDISON APPLEFORD</b>		12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle Last) <b>MARY MELLOTT</b>	
13a. INFORMANT'S NAME <b>JONI DEE APPLEFORD</b>		13b. RELATIONSHIP TO DECEDENT <b>Spouse</b>	
13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) <b>1055 Commerce Fairbanks, Alaska 99709</b>			
14. DECEDENT'S EDUCATION-Check the box that best describes the highest degree or level of school completed at the time of death. <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th - 12th grade, no diploma <input type="checkbox"/> High school graduate or GED <input type="checkbox"/> Some college credit, but no degree <input checked="" type="checkbox"/> Associate degree (e.g., AA, AS) <input type="checkbox"/> Bachelor's degree (e.g., BA, AB, BS) <input type="checkbox"/> Master's degree (e.g., MA, MS, MEng, MEd, MSW, MBA) <input type="checkbox"/> Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD)		15. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino(a). Check the 'No' box if the Decedent is not Spanish / Hispanic / Latino(a). <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino(a) <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano(a) <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino(a) Specify _____	
16. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Name of the enrolled or principal tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro(a) <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (Specify) <input type="checkbox"/> Other (Specify)			
17. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED) <b>Operator</b>		18. KIND OF BUSINESS OR INDUSTRY <b>Operator</b>	
19. PLACE OF DEATH (Check only one) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival		IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Nursing home/long term care facility <input type="checkbox"/> Decedent's home <input checked="" type="checkbox"/> Other (Specify): <b>OUTDOORS</b>	
20. FACILITY NAME (If not institution, give street & number) <b>N. 65.359583, W. 150.133783</b>		21. CITY OR TOWN, STATE AND ZIP CODE <b>Rampart, Alaska 99767</b>	22. COUNTY OF DEATH <b>Yukon Koyukuk</b>
23. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)		24. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) <b>Blanchard Family Funeral Home</b>	
25. LOCATION - CITY, TOWN AND STATE <b>Fairbanks, AK</b>		26. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY <b>Blanchard Family Funeral Home 611 Noble Street Fairbanks, Alaska 99701</b>	
27. NAME OF FUNERAL SERVICE LICENSEE OR OTHER AGENT (ELECTRONICALLY SIGNED) <b>Holly Pena</b>		28. LICENSE NUMBER (Of Licensee)	
29. ITEMS 29-33 MUST BE COMPLETED BY PERSON WHO PRONOUNCES OR CERTIFIES DEATH		29. DATE PRONOUNCED DEAD (MM/DD/YYYY) <b>03/31/2019</b>	30. TIME PRONOUNCED DEAD
31. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable)		32. LICENSE NUMBER	33. DATE SIGNED (MM/DD/YYYY)
34. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YYYY) <b>03/31/2019</b>		35. ACTUAL OR PRESUMED TIME OF DEATH <b>Unknown</b>	36. WAS MEDICAL EXAMINER OR CORONER CONTACTED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
37. PART I. Enter the chain of events - diseases, injuries, or complications that directly caused the death - DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. <b>CRUSHING BLUNT FORCE INJURIES OF HEAD AND EXTREMITIES WITH MULTIPLE SKELETAL AND VISCERAL INJURIES</b> Due to (or as a consequence of): b. <b>CRASH</b> Due to (or as a consequence of): c. <b>UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST</b> Due to (or as a consequence of):		Approximate Interval Onset to death <b>Unknown</b>	
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I		38. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
39. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
40. DID TOBACCO USE CONTRIBUTE TO DEATH? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	41. IF FEMALE <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within past year	42. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Homicide <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined	
43. DATE OF INJURY (MM/DD/YYYY) <b>03/31/2019</b>	44. TIME OF INJURY <b>Unknown</b>	45. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area) <b>OUTDOORS</b>	46. INJURY AT WORK? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
47. LOCATION OF INJURY: (Street & Number, Apt. No., City or Town, State, Zipcode) <b>N. 65.359583, W. 150.133783 Rampart, Alaska 99767</b>		48. DESCRIBE HOW INJURY OCCURRED: <b>STRUCK BY CONSTRUCTION EQUIPMENT</b>	
49. IF TRANSPORTATION INJURY, SPECIFY: <input checked="" type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Specify)			
50a. CERTIFIER (Check only one): <input type="checkbox"/> Certifying physician - to the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Pronouncing & Certifying physician - to the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. <input checked="" type="checkbox"/> Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.			
50b. NAME OF CERTIFIER (ELECTRONICALLY SIGNED) <b>CRISTIN M. ROLF</b>		ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 37) <b>5455 Dr. Martin Luther King Jr. Avenue Anchorage AK 99507</b>	
52. LICENSE NUMBER <b>8262</b>	<b>ORIGINAL - STATE COPY</b>		53. DATE CERTIFIED (MM/DD/YYYY) <b>04/04/2019</b>

To Be Completed/Verified By:  
MEDICAL CERTIFIER

To Be Completed By:  
MEDICAL CERTIFIER

001632704

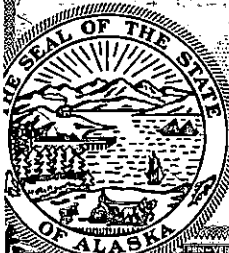
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I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, JUNEAU, ALASKA.

DATE ISSUED **APRIL 29, 2019**

*Cristin M. Rolf*  
**State Registrar**

This copy not valid unless prepared on engraved border displaying the date, seal and signature of the Alaska State Registrar.



**OPERATING AGREEMENT  
OF  
COUSE CREEK RANCH, LLC**

The undersigned Members of **COUSE CREEK RANCH, LLC**, do hereby enter into this Operating Agreement effective the 24<sup>th</sup> day of March, 2008.

**I. Office**

The principal office of the Company shall be located at 1516 Edeburn Gulch Road, Anatone, Washington. The Company may have such other offices as the Members may designate or as the business of the Company may require.

**II. Purpose**

This Limited Liability Company is organized for all lawful purposes and is intended to involve the two Members in their ownership and management of real property.

**III. Duration of the Company**

The Company shall commence upon the filing of its Articles of Organization with the Secretary of State and shall continue until dissolved by the Members, or dissolved by a statutory event of dissolution.

**IV. Capital Contributions**

The Members agree for themselves and their successors, assigns and heirs, that their participation is considered a long-term investment, and that any return of capital prior to the termination and winding up of the Company is in the sole discretion of the Board of Members. The undersigned Members agree to share in all post formation profits and surplus of the Company pro-rata according to their percentage of ownership in the Company. Each of the two Members shall initially contribute an equal value to the Company and each of the two Members shall receive fifty (50) units of ownership.

**V. Additional Capital Contributions**

The Members are not required to contribute any additional capital.

**VI. Meetings - Board of Members**

The annual meeting of the Members shall be held at the principal place of business of the Company on the second Monday of December of each year, commencing in the year 2008. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Special meetings of the Members, for any purpose or purposes

In the event the company fails to exercise its option to so acquire the units of ownership of the disposing Member in a timely manner, then the disposing Member shall promptly notify, in writing, all Members then of record, of the disposing Member's desire to dispose of such units of ownership. Said written notice shall set forth the terms and conditions upon which the disposing Member desires to dispose of such units of ownership and which said terms and conditions shall be identical to those specified in the written notice previously given to the company. Such other Members shall have the option of acquiring the units of ownership of such disposing Member upon said terms and conditions within thirty (30) days of the date that such written notice is given to such other Members of record. Each of the other Members desiring to purchase units of ownership in the company from the disposing Member upon the terms and conditions set forth in said notice shall be entitled to purchase that percentage of the disposing Member's units of ownership of the company which shall be equal to the ratio that the number of units of ownership owned by each respective Member desiring to purchase units of ownership bears to the total number of issued and outstanding units of ownership of all of said Members (excluding the units of ownership owned by the disposing Member and any other Member who does not desire to purchase any of said units of ownership) unless each of the purchasing Members shall otherwise agree in writing as to the number of units of ownership to be purchased by each of said Members. The Members of the company, either individually or in conjunction with any other Member, shall not be entitled to buy less than all of the units of ownership of the disposing Member, as set forth in the written notice.

In the event that neither the company nor the other Members, or any portion of them, shall exercise the options hereinabove specified within the time limit set forth herein, the disposing Member shall be entitled to dispose of the disposing Member's units of ownership upon the same terms and conditions as set forth in said written notice to the company and to the other Members of record, to any third persons within nine (9) months of the date upon which such written notice was first given to the company as aforesaid. In the event the disposing Member does not complete the disposition of the disposing Member's units of ownership within said nine (9) month period and the Secretary of the company has not been advised of such disposition within said nine (9) month time period, then the option rights of the company and of each and every one of the other Members as hereinabove set forth shall be reinstated with regard to the units of ownership of the disposing Member.

Notwithstanding the provisions hereinabove set forth in this Article IX, the Members and the company may, in a written agreement executed by all of the Members, provide for additional restrictions and for restrictions in lieu of the restrictions hereinabove contained.

#### **XI. Board Duties and Restrictions**

The Board of Members are all the Members. No Member, without the consent of the Board, shall endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involving the Company. No Member, without the consent of the Board, shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No Member, without the consent of the Board, shall mortgage, grant a security interest in the assets or property of the Company, or do any act detrimental to the best interests of the Company, or

which would make it impossible to carry on the ordinary purpose of the Company. Each Member shall be reimbursed by the Company for all expenses incurred on behalf of the Company.

## **XII. Banking**

All funds of the Company shall be deposited in its name in such bank account or accounts as shall be designated by the Board of Members. All withdrawals therefrom are to be made upon the authority of such person or persons as may be authorized by the Board of Members from time to time.

## **XIII. Books**

The Company books shall be maintained at the offices of **COUSE CREEK RANCH, LLC**, and each Member shall have access thereto. The fiscal year of the Company shall be the calendar year, and the books shall be closed and balanced at the end of each fiscal year. The Company will furnish annual financial statements to the Members, and prepare tax returns in a timely manner and which will be duly and properly filed in a timely manner. A copy of the tax return and the financial statements shall be provided to each Member not later than April 1 following the end of each calendar year.

## **XIV. Voluntary Termination**

The Company may be dissolved at any time by Resolution passed by a majority in interest at a meeting of its Members, in which event the Members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

- A. To pay or provide for the payment of all Company liabilities to creditors other than Members, and liquidating expenses and obligations;
- B. To pay debts owing to Members other than for capital and profits;
- C. To pay the remaining funds to the Members in proportion to their units of ownership.

## **XV. Death of Member**

In the event of the death of a Member, then the deceased Member's heir or heirs shall be entitled to succeed to the economic share and interest of the deceased Member. The Company may, upon unanimous consent of the remaining Members, as soon as practicable, provide a document by which the heir or heirs personally affirm and accept all the terms, conditions and provisions of this Operating Agreement binding themselves to the same in writing. The remaining Members of the Board of Members shall select a single heir of the deceased Member to serve on the Board of Members

**XVI. Continuation**

Upon the occurrence of a statutory event of termination, the remaining Members of the Company have the right to continue the Company by a majority vote unless a higher vote is required by the state statute or by the IRS classification regulations allowing avoidance of the corporate characteristic of continuity of interest.

**XVII. Amendment**

This Operating Agreement is a written contract of the Members. Amendments must be written and executed by all Members.

**XVIII. Violation of this Agreement**

Any Member who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the Company and shall also indemnify the other Members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and first above written. This Operating Agreement may be executed in counterparts with each counterpart constituting one and the same instrument.

  
TOMMY E. APPLEFORD

  
ROBERT J. APPLEFORD

**AMENDMENT TO ASSIGNMENT OF LLC INTEREST**

THIS AMENDMENT TO ASSIGNMENT OF LLC INTEREST is made and entered into this 25<sup>th</sup> day of June, 2021, by and between **JONI D. APPLEFORD**, a widow, and **JONI D. APPLEFORD**, as Personal Representative of the Estate of Robert J. Appleford, deceased, hereinafter referred to as "SELLERS," and **TOMMY E. APPLEFORD** and **BARBARA APPLEFORD**, husband and wife, hereinafter referred to as "PURCHASERS."

WHEREAS, the parties entered into an Assignment of LLC Interest dated April 15, 2021; and

WHEREAS, the parties desired to amend certain provisions of said document.

NOW, THEREFORE, the parties agree as follows:

The Parties agree to amend Article III Closing Date to read as follows:

**III**  
**CLOSING DATE**

The closing date shall be on or before the 15<sup>th</sup> day of July, 2021. However, the parties agree to close the transaction as soon as possible after the loan to the PURCHASERS is available.


The parties agree to amend Article V Closing Agent to read as follows:




V  
**CLOSING AGENT**

The parties agree that Cox & Wagner, PLLC of Lewiston, Idaho, shall act as the Closing Agent for this transaction and the fee of the Closing Agent shall be paid one-half (1/2) by the SELLERS and one-half (1/2) by the PURCHASERS.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first hereinabove written.

  
\_\_\_\_\_  
JONI D. APPLEFORD

  
\_\_\_\_\_  
JONI D. APPLEFORD, Personal  
Representative of the Estate of Robert J.  
Appleford, deceased

“SELLERS”

  
\_\_\_\_\_  
TOMMY E. APPLEFORD

  
\_\_\_\_\_  
BARBARA APPLEFORD

“PURCHASERS”

**ASSIGNMENT OF LLC INTEREST**

THIS ASSIGNMENT OF INTEREST is made and entered into as of the 15<sup>th</sup> day of April, 2021, by and between **JONI D. APPLEFORD**, a widow, and **JONI D. APPLEFORD**, as Personal Representative of the Estate of Robert J. Appleford, deceased, hereinafter referred to as "SELLERS," and **TOMMY E. APPLEFORD** and **BARBARA APPLEFORD**, husband and wife, hereinafter referred to as "PURCHASERS."

WITNESSETH:

WHEREAS, ROBERT J. APPLEFORD and TOMMY E. APPLEFORD each own one-half (1/2) of all of the units of ownership of COUSE CREEK RANCH, LLC, a Washington limited liability company; and

WHEREAS, ROBERT J. APPLEFORD is now deceased and JONI D. APPLEFORD has been appointed personal representative of the ROBERT J. APPLEFORD ESTATE; and

WHEREAS, JONI D. APPLEFORD, individually, and JONI D. APPLEFORD, as Personal Representative of the Robert J. Appleford Estate, now have ownership of all of the units of ownership in COUSE CREEK RANCH, LLC issued to ROBERT J. APPLEFORD by inheritance, as successor, as community property, or as a representative of his estate; and

WHEREAS, JONI D. APPLEFORD, individually, and JONI D. APPLEFORD, as Personal Representative of the Robert J. Appleford Estate, desire to sell all of such units of ownership in COUSE CREEK RANCH, LLC, to TOMMY E. APPLEFORD and BARBARA APPLEFORD upon the terms and conditions hereinafter set forth; and

WHEREAS, TOMMY E. APPLEFORD and BARBARA APPLEFORD, husband and wife, desire to purchase all of the ownership units in COUSE CREEK RANCH, LLC, consisting of fifty percent (50%) of all issued and outstanding units of ownership in COUSE CREEK RANCH, LLC from JONI D. APPLEFORD, individually, and from JONI D. APPLEFORD, as Personal Representative of the Estate of Robert J. Appleford, deceased, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth the parties hereto agree as follows:

**I**  
**PURCHASE OF INTEREST IN LLC**

SELLERS hereby agree to sell all of their units of ownership, being one-half (1/2) of all of the issued and outstanding units of ownership of COURSE CREEK RANCH, LLC to PURCHASERS.

**II**  
**PURCHASE PRICE**

A. Purchase Price.

The purchase price shall be the sum of \$250,000.00.

B. Manner of Payment.

1. PURCHASERS shall pay to SELLERS the sum of \$5,000.00 as earnest money as soon as this Agreement has been executed by both parties.

2. The balance of the purchase price in the sum of \$245,000.00, shall be paid in full at closing.

3. The purchase price shall be allocated for purposes of real estate excise tax with the sum of \$103,475.00 being allocated to the real property situate in the Town of Asotin,

Washington, and the sum of \$146,525.00 being allocated to the real property situate in Asotin County, State of Washington.

**III**  
**CLOSING DATE**

The closing date shall be on or before the 30<sup>th</sup> day of June, 2021. However, the parties agree to close the transaction as soon as possible after the loan to the PURCHASERS is available.

**IV**  
**ASSIGNMENT OF OWNERSHIP UNITS**

At closing, the SELLERS shall execute an assignment transferring all of the outstanding units of ownership of the SELLERS issued to ROBERT J. APPLEFORD, being fifty percent (50%) all of the issued and outstanding units of ownership if COUSE CREEK RANCH, LLC and shall deliver said assignment to the Closing Agent.

**V**  
**CLOSING AGENT**

The parties agree that Alliance Title & Escrow Corp of Clarkston, Washington, shall act as the Closing Agent for this transaction and the fee of the Closing Agent shall be paid one-half (1/2) by the SELLERS and one-half (1/2) by the PURCHASERS.

**VI**  
**REAL ESTATE EXCISE TAX**

The parties acknowledge that this transaction is for the sale of the fifty percent (50%) interest in COUSE CREEK RANCH, LLC and that entity owns real property situate in the Town of Asotin, Washington and real property situate in the County of Asotin, State of Washington. SELLERS agree that they shall pay the real estate excise tax on the sale of their

one-half (1/2) interest on both parcels of real property at closing and they shall execute each real estate excise tax form.

**VII**  
**TITLE INSURANCE**

SELLERS agree that they shall purchase title insurance in the name of COUSE CREEK RANCH, LLC on both parcels of real property at closing. The amount of the policy for the real property situate in the Town of Asotin, Washington, shall be the sum of \$103,475.00 and the amount of the policy for the real property situate in the County of Asotin, State of Washington shall be the sum of \$146,525.00 or if both parcels may be insured in the same policy, then the amount of the single policy shall be the sum of \$250,000.00.

**VIII**  
**DUTIES OF CLOSING AGENT**

The closing agent shall close this transaction at such time as the closing agent shall have received the items hereinbelow set forth from each of the parties.

A. Items to be received by the closing agent from SELLERS.

1. Assignment of all of the ownership units of the SELLERS in COUSE CREEK RANCH, LLC, a Washington limited liability company, being fifty percent (50%) of all of the ownership units of COUSE CREEK RANCH, LLC issued and outstanding;
2. An executed Real Estate Excise Tax Affidavit for the property situate in the Town of Asotin, Washington;
3. An executed Real Estate Excise Tax Affidavit for the property situate in the County of Asotin, Washington;

4. An executed Closing Statement authorizing disbursement from the proceeds of the sale for the costs and expenses to be paid by the SELLERS at closing.

B. Items to be received by the closing agent from PURCHASERS.

1. A cashier's check or wired funds for payment for the full sum of the balance of the purchase price, plus all of the costs and expenses to be paid by PURCHASERS at closing;

2. An executed Real Estate Excise Tax Affidavit for the property situate in the Town of Asotin, Washington;

3. An executed Real Estate Excise Tax Affidavit for the property situate in the County of Asotin, Washington;

4. A Closing Statement signed by the PURCHASERS authorizing the closing agent to charge all of the expenses set forth on the Closing Statement to PURCHASERS and authorizing the closing agent to disburse the remaining proceeds as set forth in the closing statement.

C. Once the closing agent has received all of the items hereinabove set forth, then the closing agent shall proceed to close the transaction and the closing agent shall charge the expenses as follows:

1. **Costs and Expenses to be Charged to SELLERS.**

(i) The premium for the Owner's Title Insurance Policy insuring title to the real property situate in the Town of Asotin, Washington;

(ii) The premium for the Owner's Title Insurance Policy insuring title to the real property situate in the County of Asotin, Washington;

(iii) One-half (1/2) of the closing agent's fees;

(iv) The excise tax due on the sale of the real property situate in the Town of Asotin, Washington; and

(v) The excise tax due on the sale of the real property situate in the County of Asotin, Washington.

(vi) One-half (1/2) of the attorney's fees for preparation of the documents.

2. **Costs and expenses to be charged to the PURCHASERS.**

(i) One-half (1/2) of the closing agent's fees; and

(ii) Any and all lender fees and costs of recording any security documents.

(iii) One-half (1/2) of the attorney's fees for preparation of the documents.

D. The closing agent shall file the Real Estate Excise Tax Affidavits and pay the excise tax and then shall issue the Owner's Title Insurance Policies to the PURCHASERS and deliver the assignment of ownership units in COUSE CREEK RANCH, LLC to PURCHASERS.

**IX**  
**ATTORNEY'S FEES**

In any suit or action brought to enforce any of the terms, covenants, provisions or conditions of this Assignment of LLC Interest, the successful party shall be entitled as a part of the judgment rendered, to a reasonable attorney's fee in addition to costs allowed by law.

**X**  
**NOTICES**

Any notice required to be given to any of the parties hereto shall be deemed to have been given, served and made if the same shall be deposited in the United State Mail, Certified Mail, return receipt requested, postage prepaid and addressed to the parties as follows:

SELLERS:           Joni D. Appleford  
                      1055 Commerce Street  
                      Fairbanks, AK 99709

PURCHASERS:      Tommy E. and Barbara Appleford  
                      1516 Edeburn Gulch Road  
                      Anatone, WA 99401

or any other address which either party shall hereafter designate to the other party and the agent in writing.

**XI**  
**BINDING EFFECT**

This Agreement shall also be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

**XII**  
**REPRESENTATIONS OF THE PURCHASERS**

PURCHASERS represent and warrant to the SELLERS:

A.     The PURCHASERS represent and warrant that they have authority to execute this Assignment of LLC Interest and that their execution of this Assignment of LLC Interest shall constitute a valid and binding legal obligation on the part of the PURCHASERS.

B.     PURCHASERS declare that PURCHASERS are aware of all of the assets of COUSE CREEK RANCH, LLC and that PURCHASERS are aware of all of the liabilities of COUSE CREEK RANCH, LLC.



**XIII**  
**REPRESENTATIONS OF THE SELLERS**

SELLERS represent and warrant that SELLERS are the owners, free and clear of any encumbrances, whatsoever, of all of the ownership units of ROBERT J. APPLEFORD in COUSE CREEK RANCH, LLC and have authority to sell the same free and clear of any and all encumbrances.

B. SELLERS declare that SELLERS are aware of all of the assets of COUSE CREEK RANCH, LLC and that SELLERS are aware of all of the liabilities of COUSE CREEK RANCH, LLC.

**XIV**  
**MERGER**

The written terms hereof shall be deemed to contain all the terms and conditions agreed upon, it being acknowledged that there are no other conditions, representations, warranties and other agreements, written or oral. No amendment or modification hereof shall be effective if not in writing and executed by the parties hereto.

**XV**  
**COUNTERPART EXECUTION**

This Assignment of LLC Interest may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**XVI**  
**LEGAL REPRESENTATION**

The PURCHASERS hereby acknowledge that this document was prepared by Steve R. Cox, of the firm, Cox & Wagner, PLLC, as the attorney for the PURCHASERS. SELLERS hereby acknowledge that the said Steve R. Cox, of the firm Cox & Wagner, PLLC,

has not made any representations or warranties to the SELLERS and they are entering into this agreement without relying upon any representations or statements by said attorney. SELLERS acknowledge that they have been advised to have this document reviewed by an attorney of their choice.

**XVII**  
**SALES COMMISSION**

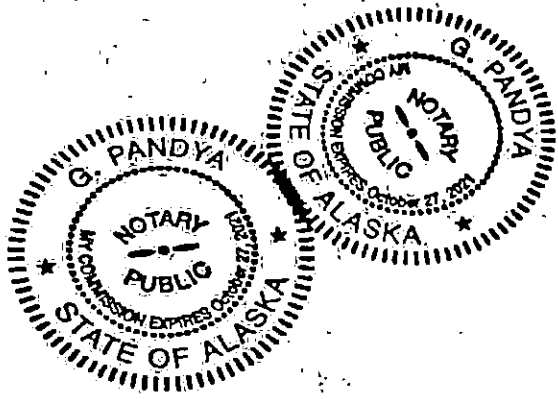
Both SELLERS and PURCHASERS hereby represent and warrant each to the other, that neither SELLERS nor PURCHASERS have contacted or made arrangements with any real estate agent or broker pertaining to the acquisition or sale of the ownership units of COUSE CREEK RANCH, LLC which is the subject matter of this Assignment of LLC Interest. SELLERS and PURCHASERS hereby further represent and warrant that there is no obligation on either party to pay any real estate commission or other commission to any third party pertaining to the purchase and sale of the ownership units of COUSE CREEK RANCH, LLC which is the subject matter of this Assignment of LLC Interest.

**XVIII**  
**FAILURE TO CLOSE**

In the event the SELLERS fail to close this transaction by the closing date due to no fault of the PURCHASERS, then the SELLERS shall promptly refund to the PURCHASERS the full amount of the earnest money.

In the event the PURCHASERS are unable to close because they cannot obtain approval of the loan, then the SELLER shall refund the earnest money in full to the PURCHASERS. In the event the PURCHASERS shall fail to close by the closing date after receiving approval of the loan, then the SELLERS shall be entitled to retain the earnest money.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first hereinabove written.



*Joni Appleford*  
JONI D. APPLEFORD

*Joni Appleford*  
JONI D. APPLEFORD, Personal  
Representative of the Estate of Robert J.  
Appleford, deceased

"SELLERS"

\_\_\_\_\_  
TOMMY E. APPLEFORD

\_\_\_\_\_  
BARBARA APPLEFORD

"PURCHASERS"

STATE OF ALASKA)

County of FAIRBANKS : ss.

On this 29<sup>th</sup> day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JONI D. APPLEFORD, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

*G. Pandya*  
Notary Public in and for the State of Alaska  
residing at Fairbanks therein.  
My Commission Expires: 10/27/2021

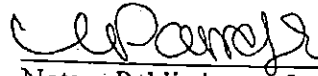
54336

STATE OF ALASKA )

County of FBNB ) ss.

On this 29<sup>th</sup> day of April, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared JONI D. APPLEFORD, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Robert J. Appleford, deceased, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.



Notary Public in and for the State of Alaska  
residing at Fairbanks therein.  
My Commission Expires: 10/27/2021

STATE OF IDAHO )

County of Nez Perce ) ss.

On this \_\_\_\_\_ day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TOMMY E. APPLEFORD and BARBARA APPLEFORD, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Notary Public in and for the State of Idaho  
residing at \_\_\_\_\_ therein.  
My Commission Expires: \_\_\_\_\_

54336



STATE OF ALASKA)

: ss.

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of April, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared **JONI D. APPLEFORD**, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Robert J. Appleford, deceased, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
residing at \_\_\_\_\_ therein.  
My Commission Expires: \_\_\_\_\_

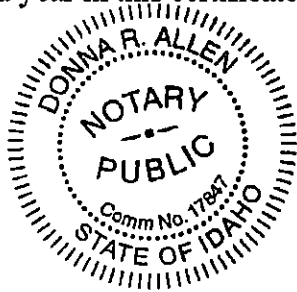
STATE OF IDAHO )

: ss.

County of Nez Perce )

On this 15<sup>th</sup> day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **TOMMY E. APPLEFORD** and **BARBARA APPLEFORD**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



Donna R Allen  
Notary Public in and for the State of Idaho  
residing at Levinston therein.  
My Commission Expires: 8/15/21

54336